

NOTE: THIS CONDITIONAL PURCHASE AGREEMENT FOR HOUSING IS A GENERAL GUIDE, BUT MAY REQUIRE MODIFICATION BASED UPON CONSULTATION WITH LOCAL COUNSEL AND L/BA.

CONDITIONAL PURCHASE AGREEMENT

This Conditional Purchase Agreement (hereinafter the "Agreement") is made this ____ day of _____, 20__, for and in consideration of the sum of One U.S. Dollar (\$1.00), receipt whereof is hereby acknowledged, by and between the United States of America, represented by _____ (name), _____ (position title) at the U. S. Embassy/Consulate in _____, ("Purchaser") and _____ (name, address), ("Seller").

1. The Seller agrees to sell and the Purchaser agrees to buy, subject to these terms and conditions, the residence described in paragraph 2 below.

2. Property Description.

_____ (include street address, property type, size (net and gross square feet or meters), description of buildings, number and type of rooms, and legal description (lot, block, section, cadastral reference or registration number), as set forth in the attached site plan (hereinafter the "Property").

3. Price. The total purchase price is _____, which shall be paid by the Purchaser to the Seller [or the Sellers' solicitor or representative depending on local law and practice] on the Settlement Date, defined below, upon receipt of fee simple title to and possession of the Property. The price payable above is in [local currency or USD as appropriate].

4. Settlement Date. Time is of the essence. The Seller and Purchaser agree to make full settlement on or before _____. If a longer period of time is required for the Purchaser to satisfy any of the conditions described below, Purchaser and Seller may agree in writing to extend the Settlement Date to allow sufficient time to satisfy the condition(s). The Seller agrees to give Purchaser vacant possession of the Property on the Settlement Date.

5. Damage or Loss. The risk of loss of, or damage to, the Property from fire, act of God, or any other cause remains with Seller until the execution and delivery of the Title documents and/or other documents that must be exchanged for title to be transferred in [host country] relating to the Property and the delivery of possession of the property to the Purchaser.

6. Conditions. The obligation to purchase assumed by the Purchaser by virtue of this Agreement is subject to the conditions set forth below. The Seller agrees to allow the Purchaser reasonable access to the Property to conduct inspections to satisfy these conditions.

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A. Boundary Survey. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, a survey of the property performed by a professional surveyor selected by the Purchaser, confirming, in the Purchaser's sole opinion that the property is substantially in the size and shape as represented by the Seller and that there are no encroachments, easements, encumbrances or rights-of-way that inhibit, limit or affect its use.

B. Appraisals. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, two market value appraisals performed by professional(s) selected by the Purchaser that confirm that the purchase price does not exceed the fair market value of the Property.

C. Technical Assessment. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, an assessment report performed by a professional selected by the purchaser, reporting the condition of the Property, including but not limited to geotechnical survey, architectural treatment, structural elements, mechanical systems, electrical systems, presence of friable asbestos, quality of construction and upkeep of the Property confirming that the Property is suitable for occupancy by the Purchaser. In the event this purchase is for a property under construction or to-be-built, the Purchaser requires notification of completion of progressive elements in the construction process [concrete work, electrical, plumbing, roofing, etc.] to enable the selected professional to complete timely inspections of each of those elements.

D. New/Unfinished Construction. Should this Agreement relate to the purchase of a Property the construction of which has not been completed, the following provisions shall apply:

- i) The Purchaser shall be permitted to conduct the assessment referred to in C above within fourteen (14) days of written notification being received from the Seller that the construction of the Property has been completed and that the certificates of compliance and fitness for occupancy and use have been issued.
- ii) All periods mentioned in this agreement are deemed to have commenced as at the date the written notification referred to in D (i) above.
- iii) Any faults or defects caused by bad workmanship or improper materials that may be identified by any professional carrying out the assessments on behalf of the Purchaser shall be forwarded to the Seller or the Seller's representative forthwith.
- iv) The Seller shall within a period of not more than fourteen days (14) from receipt of the notice referred to in D(iii) above or any other period as may be agreed to between the parties attend to the making good of such faults or defects.
- v) Should the Seller fail to meet his obligations under this clause then the Purchaser shall be entitled to either terminate this Agreement or obtain a quote as to the cost of the making good of such faults and defects and the Price

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stated in Article 3 shall be reduced by such cost ("Amended Price") and Settlement shall proceed on the basis of the Amended Price.

- vi) In the event that any dispute arises due to any matter mentioned in this clause the Purchaser shall always have the right to terminate this agreement without penalty.]

E. Title Search. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, confirmation that the Seller possesses and can transfer good and marketable title to the Property, free of any restrictions or limitations.

F. Host Government Approvals. The Purchaser shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, all authorizations, approvals, permits and confirmations which, pursuant to the laws of the host country, are necessary for the Purchaser to obtain fee simple title to the Property on a tax-exempt basis as provided for in the Vienna Convention on Diplomatic Relations.

G. Final Departmental Approval. The U.S. Embassy/Consulate in _____, shall be entitled to first obtain, within ninety (90) consecutive days from the date of this Agreement, final approval from the Department of State's Director and Chief Operating Officer of its Office of Overseas Buildings Operations to proceed with the purchase of the Property.

H. Funding. The Purchaser shall be entitled to first identify and obtain funding for the acquisition of the Property and secure internal approvals and support for the acquisition.

7. Default by Purchaser. Except as expressly provided in Sections 6, 7, 8 and 11, in the event of the failure of the Purchaser to complete this Contract, so long as Seller is not in default, all money paid by the Purchaser to the Seller shall be retained by the Seller as consideration, and all rights of the Purchaser under this Agreement shall terminate.

8. Default by Seller. In the event of the failure of the Seller to deliver vacant possession and ownership, or in the event of any default by the Seller, all money paid by the Purchaser to the Seller shall be returned by the Seller immediately upon demand or, at Purchaser's discretion, the Purchaser shall have the option to avail itself of any legal or equitable rights, including without limitation, the right of specific performance, which Purchaser may have at law or in equity. Failure to vacate and deliver the premises with promised improvements in place by the termination date in paragraph 4, will result in a penalty to the seller for every month (or portion thereof) thereafter of 2% of the purchase price and will entitle the USG to pursue legal satisfaction for breach of contract.

9. Title. The Property shall be sold free of encumbrances, mortgages, restrictions, limitations or other agreements affecting the land or building(s). The Seller guarantees that on the Settlement Date there will not exist before any local authority any lien, tax, or other federal tax or charge of any kind, any preventive or executive measures (embargo,

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attachment, prohibition on selling and taxing), or any other measure that curtails, diminishes, or limits free disposal of the Property). The Property shall be delivered free of any form of occupancy, tenancy, lessees, borrowers, squatters or any other unlawful possessor or holder. Title is to be good and marketable subject to easements, covenants, conditions and restrictions of record, if found to be acceptable to Purchaser; otherwise this Agreement shall be voidable at the option of the Purchaser. If, during the life of this Agreement any of the matters described in this paragraph adversely affect the Property or its value, the Seller shall undertake all procedures necessary or advisable to diligently resolve the problem within sixty (60) days at its cost, failing which the Purchaser shall have the right to terminate this Agreement without penalty.

10. Discharge of Mortgages. In keeping with clause 9 (as above), should the property be subject to one or more liens or mortgages to any lending institution or individual, the Purchaser agrees to accept from the seller a discharge of such mortgage provided that such document is in registerable form. The Seller agrees to comply with any requisition that may be raised by the Land Registry office with respect to the registration of such discharge and pay the registration fee due in respect of such discharge.

11. Representations. If any representation in this contract is untrue or incomplete on and as of the Settlement Date, Seller will be in default and Purchaser may terminate this contract and avail itself of all remedies provided in Section 8. All representations contained in this contract will survive closing.

12. Based upon the Vienna Convention on Diplomatic Relations, the Seller acknowledges that the Purchaser is exempt from the payment of all [list relevant property taxes and fees for which we have exemption, based on local counsel's opinion]. Given this, the Seller will attend to the payment of all such fees and taxes up to and including the date of settlement and should such fees and taxes be paid to a date beyond the date of settlement the Seller shall have no right to request nor will the Purchaser allow any pro rata adjustment in favor of the Seller.

13. Termination. If for any reason, the conditions listed in Article 6 have not been met to the Purchaser's satisfaction by the Settlement Date in Article 4, Purchaser shall notify Seller in writing and on the date of such notice, this Agreement shall terminate, and both parties shall be released from their respective obligations and neither shall have to pay the other any indemnification. However, as stated in Article 4, the parties may agree in writing to extend the Settlement Date to allow sufficient time to satisfy the condition(s).

14. Expenses and Fees. All appropriate fees and any other property charges assessed to the Seller under local law shall be borne by the Seller. Fees and any other property charges assessed to the Purchaser under local law from which the Purchaser is not exempt based upon the Vienna Convention, shall be borne by the Purchaser. Purchaser's agreement to be responsible for any taxes, costs, and fees do not constitute a waiver of any exemptions Purchaser is or may be entitled to under international or local law.

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15. Assignability. This Agreement may not be assigned without the written consent of the Purchaser and the Seller.

16. Covenant. The Parties to this Agreement agree that it shall be binding upon them, and their heirs, executors, administrators, successors and assigns; that the provisions hereof shall survive the execution and delivery of the aforesaid Title/Transfer/Deed document, and shall not be merged therein; that this Agreement, unless amended in writing, contains the final and entire agreement between the parties hereto and that they shall not be bound by any previous conditions, oral statements, warranties or representations not herein contained. The words "Seller" and "Purchaser" as used in the Agreement shall include the plural as well as the singular and masculine as well as the feminine.

17. This Agreement shall be governed by the laws of the country in which the Property is located.

18. Seller's Certifications. In conjunction with the execution of this Agreement, the Seller has executed the Seller's Certification, attached hereto as Exhibit B.

19. NOTICES: All notices from one party to the other must be in writing and are effective when mailed to, hand-delivered at, or transmitted by facsimile machine or Email as follows:

To Purchaser at:

To Seller at:

Telephone _____	Telephone _____
Facsimile _____	Facsimile _____
Email _____	Email _____

This provision does not apply to service of judicial process upon the Purchaser, which must be made through diplomatic channels or otherwise in accordance with international law.

IN WITNESS WHEREOF, the Parties hereto execute this Agreement through their duly empowered legal representatives:

SELLER:

PURCHASER:

The United States of America

By: _____

By: _____

Date: _____

Date: _____

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Witness: _____

Witness: _____

[Add block for notary signature, if needed]

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EXHIBIT A

THE PROPERTY (BOUNDARY SURVEY OR PLOT PLAN)

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EXHIBIT B

SELLER'S CERTIFICATION

1. Officials not to benefit. No member of or delegate to the U.S. Congress, or resident U.S. commissioner, shall be admitted to any share or part of this contract, or to any benefit arising from it.

2. The right of the Seller to proceed may be terminated by written notice if, after notice and hearing, the Secretary of State of the U.S. Department of State or a designee determines that the Seller, its agent, or another representative:

A. Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the United States Government; and

B. Intended, by the gratuity, to obtain a contract of favorable treatment under a contract.

3. The facts supporting this determination may be reviewed by any court having lawful jurisdiction. If this contract is terminated, the United States Government is entitled to pursue the same remedies as in a breach of the contract. The rights and remedies of the United States Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

4. Covenant against contingent fees. The Seller warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except for a bona fide employee or agency. For breach or violation of this warranty, the U.S. Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

5. As used in this article:

A. "Bona fide agency" means an established commercial or selling agency, used or maintained by the seller for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain U.S. Government contracts nor holds itself out as being able to obtain any U.S. Government contract or contracts through improper influence.

B. "Bona fide employee" means a person, employed by the Seller and subject to the Seller's supervision and control as to time, place, and manner of performance who neither exerts nor proposes to exert improper influence to solicit or obtain U.S. Government contracts nor holds itself out as being able to obtain any U.S. Government contract or contracts through improper influence.

C. "Improper influence" means any influence that induces or tends to induce a U.S. Government employee or offer to give consideration to act regarding a U.S. Government contract on any basis other than the merits of the matter.

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6. Certification and disclosure regarding payment to influence certain federal transactions.

The Seller, by signing this Agreement, hereby certifies to the best of its knowledge and belief that on or after December 23, 1989:

A. No appropriated funds of the United States Government have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the U.S. Government, a Member of the United States Congress, an employee of a Member of Congress, or an officer or employee of the U.S. Congress, on the Seller's behalf in connection with the award of any United States Government contract (including this Agreement), or the extension, continuation, renewal, amendment or modification of any such contract or agreement.

B. If any funds other than the United States Government appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency of the U.S. Government, a Member of the United States Congress, an employee of a Member of Congress, or an officer or employee of the U.S. Congress, on the Seller's behalf in connection with this Agreement, the Seller shall complete and submit to the contracting officer, prior to the execution of the Agreement, OMB standard form LLL, Disclosure of Lobbying Activities; and

C. The Seller will include the language of this certification in any contract awarded by Seller to fulfill Seller's obligations under this Agreement that exceeds \$100,000, and will require that all recipients of such contract award shall certify and disclose accordingly.

7. Submission of this certification and disclosure is a prerequisite for making or entering into this Agreement imposed by 31 U.S.C. 1352. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the Disclosure form to be filed or amended by this provision shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

Signed:

Seller

Date: _____